

FEB 15 2002

**WOMACK+HAMPTON ARCHITECTS,  
L.L.C.,** DEPC 702284

**VS.**

**Defendants.**

CIVIL ACTION NO. A 01 CA 591 JN

COME NOW Metric Holdings Limited Partnership ("Metric") and Trammell Crow Residential Company ("Trammell Crow"), (collectively "Defendants"), and for their Amended Answer to Plaintiff's First Amended Complaint, state as follows:

Plaintiff has failed to state a claim for attorneys' fees, and its claim for attorneys' fees is barred, pursuant to 17 U.S.C. §§ 412 and 505.

Defendant Metric Holdings Limited Partnership has been dissolved and a Certificate of Cancellation was filed December 4, 2000. This court therefore lacks jurisdiction over Metric.

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### **Third Defense**

1. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 and so deny them.
2. Defendants deny that Metric may be effectively served with process, and they admit the remaining allegations in paragraph 2.
3. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 and so deny them.
4. Defendants admit the allegations in paragraph 4.
5. Defendants deny that Plaintiff has valid copyright claims against them, but admit that this is an action for copyright infringement, as alleged in paragraph 5.
6. Defendants deny that Plaintiff has valid copyright claims against them, but admit that this Court has jurisdiction over an action alleging copyright infringement, as alleged in paragraph 6.
7. Defendants deny the allegation in paragraph 7 that there was an infringement but otherwise admit the allegations in paragraph 7.
8. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 and so deny them.
9. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 and so deny them.
10. Defendants admit that Metric began to build an apartment complex in Austin known as The Reserve at North Bend, which had sometimes been referred to as Winfern, in 1998, but otherwise deny the allegations in paragraph 10.

11. Defendants deny the allegations in paragraph 11.

12. Defendants admit that Metric completed construction of an apartment complex in Austin known as The Reserve at North Bend, which had sometimes been referred to as Winfern, in or about 1999, but otherwise deny the allegations in paragraph 12.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 and so deny them.

14. In response to paragraph 14, Defendants incorporate herein their responses to the paragraphs referenced in that paragraph, pursuant to Fed. R. Civ. P. 10(c).

15. Defendants deny the allegations in paragraph 15.

16. Defendants deny the allegations in paragraph 16.

17. In response to paragraph 17, Defendants incorporate herein their responses to the paragraphs referenced in that paragraph, pursuant to Fed. R. Civ. P. 10(c).

18. Defendants admit that the entity that became the general partner of Metric requested that Defendant Chiles make use of schematic drawings from Plaintiff in connection with work on The Reserve at North Bend, which had sometimes been referred to as Winfern, but otherwise deny the allegations in paragraph 18.

19. Defendants deny the allegations in paragraph 19.

20. Defendants deny the first and second sentences in paragraph 20. Defendants are without knowledge or information sufficient to form a belief as to the truth of the other allegations in paragraph 20 and so deny them.

21. Defendants deny the allegations in paragraph 21.

**Fourth Defense**

Plaintiff is barred from raising some or all of the claims in its First Amended Complaint by the applicable statute of limitations.

**Fifth Defense**

Plaintiff has been guilty of laches so as to bar the alleged claims it seeks to raise in its First Amended Complaint.

**Sixth Defense**

Plaintiff is estopped from making the alleged claims it seeks to raise in its First Amended Complaint, or, alternatively, Plaintiff has waived such alleged claims.

**Seventh Defense**

To the extent demonstrated by subsequent discovery, Plaintiff has failed to mitigate the damages allegedly sustained by it and Plaintiff is therefore barred, in whole or in part, from recovery against Defendants.

**Eighth Defense**

The actions complained of by Plaintiff were taken in accordance with a contractual license, and with the consent of Plaintiff, and Plaintiff's claims are therefore barred.

**Ninth Defense**

The actions complained of by Plaintiff were taken in accordance with an implied license, and with the consent of Plaintiff, and Plaintiff's claims are therefore barred.

WHEREFORE, Defendants Metric Holdings Limited Partnership and Trammell Crow Residential Company pray that Plaintiff's First Amended Complaint be dismissed without costs, for all their costs and attorneys' fees expended, and for such other and further relief as to which they may show themselves to be entitled.

Respectfully submitted,

**GRAVES, DOUGHERTY, HEARON & MOODY**

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By



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ATTORNEYS FOR DEFENDANTS

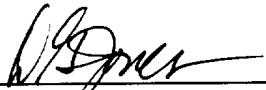
METRIC HOLDINGS LIMITED PARTNERSHIP AND  
TRAMMELL CROW RESIDENTIAL COMPANY

The undersigned certifies that a copy of the foregoing AMENDED ANSWER OF METRIC HOLDINGS LIMITED PARTNERSHIP AND TRAMMELL CROW RESIDENTIAL COMPANY TO PLAINTIFF'S FIRST AMENDED COMPLAINT has been sent by Facsimile and by First Class Mail on February 15, 2002, to:

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